

MANAGEMENT EMPLOYMENT CONTRACT

This Contract is made and entered on this 26 day of February 2022 by and between **Sands Pointe Ocean Beach Resort Condominium Association, Inc.**, a Florida corporation, not-for-profit having its principal office at 16711 Collins Avenue, Management Office, Sunny Isles Beach Florida, 33160 (hereinafter called "Association") and **DANIA DIAZ** whose address is 16332 Shadow Court, Miami, Florida 33014 (hereinafter called "Manager").

WITNESSETH:

WHEREAS, the Association is a not-for-profit corporation organized pursuant to Chapters 718 and 617, Florida Statutes and is the corporate entity responsible for the operation of Sands Pointe Ocean Beach Resort Condominium Association, Inc., consisting of 212 residential units and 14 Beach Cabana Units, limited common elements, common elements and Association property ("Condominium") as more particularly described in the Declaration of Condominium recorded in Official Records Book 17264, at Page 2010 of the Public Records of Miami-Dade County, Florida and all amendments thereto (hereinafter referred to as the "Declaration"); and

WHEREAS the Association is desirous of employing a Manager to perform the duties hereinafter set forth and such other duties as may be assigned from time to time by the Board of Directors for and on behalf of the Association.

NOW, THEREFORE, in consideration of the promises, terms, conditions and covenants set forth herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Association does hereby employ the Manager and the Manager hereby accepts such employment as the exclusive Manager for the Association. The term of this Contract shall be for five (5) years beginning the 28th, of February 2022 and terminating the 27th of February 2027, unless otherwise terminated as provided herein.
3. The Manager understands that the function of the Association is the maintenance, operation, and management of the Condominium and that the Condominium consists of 212 residential units and 14 Beach Cabana Units together with common elements appurtenant thereto. The Manager agrees, notwithstanding the authority given to him in this Contract, to confer fully and freely with the Board of Directors in the performance of his duties as herein set forth. Manager shall attend membership and/or Board of Directors' meetings when requested to do so by the Board of Directors.
4. The Manager shall be empowered to hire and terminate permanent and part-time employees with the prior consent of the President, or another Officer designated by the Board of

Directors.

5. The Manager, subject to the review, supervision, direction and control of the Board of Directors, shall be responsible for the management and operation of the Association, including the performance of duties and responsibilities placed upon the Association by the Declaration, the Association's By-Laws and Articles of Incorporation, other than those duties or undertakings reserved specifically by the Board of Directors of the Association and shall cause repairs to be made and shall perform such other functions and services as are required to maintain and operate the Association in a first class manner. Manager, by the foregoing undertakings shall provide consultation, advice, guidance and managerial services to the Association and, without limiting the generality of the foregoing, shall comply with the following covenants and accomplish the following undertakings:

- A. To take charge of the administration and operation of the Association and shall implement policies adopted by the Board of Directors. The Manager shall direct and assign employees under Manager's supervision, including the department heads, and shall have the authority to hire and terminate any employee subject to the prior approval of the President or another Officer designated by the Board of Directors; Manager shall organize and arrange the administrative staff and supervisory staff as best serves the Association; Manager shall, from time to time, suggest regulations, rules, policy and procedures for the operation of the Association and such other duties as may be prescribed by the Board of Directors from time to time. The Board of Directors, individually and collectively, shall promptly refer all individuals with criticisms, complaints, and suggestions to the Manager for study and recommendation. The Manager shall provide administrative recommendations to the Board of Directors or any committee that should request such recommendations.
- B. To maintain a business-like relationship with unit owners and residents of the Condominium. The Manager shall assist in resolving individual owner's problems as they pertain to the Association, common elements, and governing rules and regulations. The Manager will be responsible for the enforcement of the provisions of the Association's governing documents and any rules and regulations as may be promulgated by the Board of Directors from time to time.
- C. The Association authorizes the Manager hereunder to request, demand and receive all monies due or to become due to the Association and to take such action in the name of the Association as may be determined by the Board of Directors to be necessary to collect delinquent bills from the members, through regular collection practices. In so doing, the Manager shall work closely with the Association's Treasurer or other Officer whose areas of responsibility include collections. It is understood however that prior to the time that a lien is filed by the Association's attorney, or any legal action is actually instituted in any court of proper jurisdiction, specific approval for such suit shall be given in writing by the Board of Directors. The Manager shall cooperate with the Association's attorney concerning any such legal action. Upon request of the Board of Directors, the Manager shall submit

a detailed analysis of each delinquent account and shall take such action with respect thereto (including preparation of demand letters and follow up of lien and foreclosure correspondence to the Association's attorney).

- D. Manager shall review and analyze monthly financial statements which will include but not be limited to, statements of receipts, expenses, disbursements, financial charges, reserves, and bank reconciliations. These statements shall include a general analysis comparing the actual receipts and expenses to the Association's approved budget. The Manager shall make a recommendation prior to submission of bills for payment as to whether or not the bill, statement or claim is valid and should be paid. If the recommendation is that it is not valid, the Manager shall include a written explanation of Manager's decision.
- E. To make recommendations to the Board of Directors to enter into service contracts, contracts for furnishing of water, electricity, gas, telephone, extermination services and such other services as the Board of Directors and the Manager shall deem to be in the best interest of the Association and necessary in order to administer the Association in a first class manner; Manager shall recommend the placement of orders for such equipment, tools and materials necessary in the opinion of Manager to properly maintain the Association; Manager shall solicit and compare bids for decision by the Board of Directors and negotiate contracts for the Board of Directors in the best interest of the Association. All such contracts and orders shall be made in the name of the Association and shall be executed by the President, or another Officer designated by the Board of Directors. If authorized by a corporate resolution of the Board of Directors, the Manager shall have the authority to execute contracts as an agent for the Association which do not exceed a total contract sum of five hundred dollars (\$500.00).
- F. To cause the building, appurtenances and grounds of the Condominium to be maintained according to the standards acceptable to the Association, including but not limited to, interior and exterior cleaning, painting and decorating, plumbing, carpentry and such other normal maintenance and repair work as may be necessary in order to effectively and efficiently maintain and operate the Condominium property (the common elements, limited common elements and the recreation areas), subject to such limitations hereinafter imposed. The Manager shall make recommendations concerning the property of the Association and preventative maintenance to ensure that agreed upon standards of necessary improvements are met. The Manager shall make periodic inspections of the Condominium property. Manager does not have the authority to incur any expenses in excess of five hundred dollars (\$500.00) unless specifically authorized by the Board of Directors in writing, excepting however, emergency repairs where the same are necessary to preserve life or property or to preserve the safety of the members or to avoid the suspension of any necessary service to the Condominium. The Manager shall not incur liabilities either direct or contingent, without first obtaining the written approval of the Board of Directors of the Association. Notwithstanding the foregoing, as to the emergency repairs, Manager shall confer immediately with the President of the Association, or, in

the President's absence, a member of the Board of Directors, and receive his/her approval regarding any emergency expenditure for the Association which exceeds five hundred dollars (\$500.00).

- G. The Manager shall supervise and monitor the performance of all contractors hired by the Association. The Manager shall be responsible for obtaining, from any independent contractors hired to perform services or work on the Condominium, certificates of insurance naming the Association as an additional insured on insurance policies for general liability and property damage. The Manager shall also be responsible for determining that all independent contractors have workmen's compensation insurance in accordance with statutory limits.
- H. The Manager shall promptly inform the Board of any all accidents or claims for damage relating to the management, operation, and maintenance of the Condominium. When directed by the Board, Manager shall investigate or cause to be investigated by the Association's insurer all accidents or claims for damage relating to the management, operation and maintenance of the Condominium, the estimated cost of repair and shall cooperate and make any and all reports required by any involved insurance company in connection therewith.
- I. When directed by the Board, the Manager shall solicit bids for the Association for necessary insurance coverage, recommend modifications or additional coverage and prepare insurance claims when necessary and follow up for payment.
- J. All funds of the Association shall be kept in separate interest-bearing accounts. All special assessment funds shall be maintained and disbursed from a special account specifically established to administer such funds. The Manager shall, from the funds collected and deposited as hereinabove provided, cause to be disbursed all sums due and payable from the Association's operating expenses authorized to be paid under the terms of this Contract, or such other items which the Manager may be specifically directed to pay by the Board of Directors. All checks are to be signed by any two of the signatories authorized by the Board of Directors of the Association to sign checks drawn on the Association's accounts (i.e., checking, money market, etc.).
- K. The Manager shall review and comment as appropriate on the year-end financial statements prepared by the Association's C.P.A. and work with the Association's accountant and/or attorney, as may be selected by the Board of Directors and when necessary, to prepare and file all forms, reports, returns or other items as may be requested by law in connection with any insurance, tax or other items now in effect or hereinafter imposed by any federal, state, or local government, including, but not limited to, forms, as needed, for employment insurance, withholding and social security taxes and all other forms relating to employment of the Association's employees.

- L. The Manager shall, with the input of the designated Association Officer, maintain a comprehensive system of office records, books, and accounts in a manner satisfactory to the Association, which records shall be subject to an examination by the Board of Directors at all reasonable hours. The Manager shall maintain the Association's official records including the Association's financial record books, accounts, itemized receipts, and expenditures affecting the common elements, and other records as provided by the Association's governing documents and pursuant to Chapter 718, Florida Statutes. Such records shall be kept at the office of the Association and shall be available for inspection pursuant to Section 718.111(12), Florida Statutes.
- M. The Manager shall at least ninety (90) days prior to the beginning of a new fiscal year of the Association present to the Board of Directors a proposed operating budget setting forth an itemized statement of the anticipated receipts and disbursements for said new fiscal year, based on the then current schedule of monthly assessments and taking into account the general physical condition of the Condominium. The budget, as finally approved by the Board of Directors shall constitute a major control under which the Manager shall operate and there shall be no substantial variances therefrom except as specifically authorized in writing by the Board of Directors.
- N. It shall be the duty of the Manager, at all times, during the term of this Contract, to operate and maintain the Condominium according to the highest standards achievable consistent with the Condominium documents, the overall plan of the Association, the interest of the Condominium unit owners and the laws of the state of Florida. The Manager shall see that all members are informed with respect to rules, regulations, and notices as promulgated by the Association from time to time, in such manner as may be directed, determined, or approved by the Board of Directors. The Manager shall be expected to perform such other acts and deeds as are reasonably necessary and proper in the discharge of his duties under this Contract, as well as such duties reasonably directed by the Association to be performed which are not inconsistent with the terms of this Contract. Everything done by the Manager under this article defining, identifying, and illustrating the duties of the Manager shall be done as the agent of the Association and all authorized obligations or authorized expenses incurred by the Manager thereunder shall be for the account, on behalf of and at the expense of the Association. The Manager shall not be obliged to make any advance to or for the account of the Association or to pay any sum, except out of funds held or provided as aforesaid by the Association or from its members or tenants, nor shall the Manager incur or be obliged to incur any liability or obligation on account of the Association without assurance that the necessary funds for the discharge thereof will be provided. Since the Manager will be acting at all times for and on behalf of the Association, it is understood and agreed that the Directors and Officers Liability Insurance carried and maintained by the Association shall be extended to and shall cover the Manager at the expense of the Association.

- O. The Manager shall accept applications and references of prospective unit purchasers and facilitate transfers and leases of units.
- P. The Manager shall, at all times, during the term of this Contract, maintain a current Florida State Community Association Manager's license from the Florida Department of Business Regulation, and Manager shall comply with the provisions of Section 478.432, Florida Statutes.
- Q. The Manager shall be available and prepared to perform her duties and responsibilities at any reasonable time upon request of the Association.
- R. It is understood that the Manager will be on call twenty-four (24) hours per day. This means that when requested by the Association, the Manager will be expected to perform the duties inherent with the Manager's position, *even* though the performance of said duties is outside normal office hours. Normal office hours are herein defined as being from 9:00AM to 6:00PM, Monday through Friday. Manager shall provide her own cell phone so that she can be reached in emergency situations.
- S. The Manager shall abide by and comply with all related policy directives of the Association as they now exist or as they may hereafter be promulgated, modified, or amended. The Manager shall operate the Association according to Florida State laws and in accordance with the governing Articles of Incorporation, Declaration, By-Laws, Rules and Regulations and policies and procedures as established by the Board of Directors from time to time.
- T. The Manager shall be responsible for the securing of the unit owners' keys that will be under Manager's dominion and control in a locked key box in the security center for the Condominium.
- U. Prior to scheduled meetings of the Board of Directors, the Manager shall prepare a meeting package for each Board member which shall include minutes of prior meetings, which Manager shall arrange to be transcribed, an agenda, delinquency report, management report, bids, and other information pertinent to that meeting. The Manager shall notify each Board member to help ensure a quorum of Board members will attend each meeting. The Manager shall properly notice all Board Meetings. The Manager shall attend committee meetings if requested. The Manager, at Manager's option, may also attend committee meetings in the absence of a request. For membership meetings, the Manager shall organize all annual and special meetings of the members of the Association, including but not limited to the delivery of the meeting notice, voting certificates, proxies, and ballots for the election and prepare minutes of the meetings.

6. The Association, in consideration for the Manager's duties, obligations and responsibilities under this Contract, shall compensate the Manager as follows:

- A. At the rate of \$100,000.00 per year beginning February 28, 2022, to be paid bi-weekly at the rate of \$3,846.16 until February 27, 2027.
- B. Manager shall receive two (2) weeks paid vacation not to be taken more than ten (10) consecutive days, holidays as per employee rules/policy. Manager shall receive personal days as identified in Association employment rules/policy. The Manager will also be reimbursed for any educational courses necessary to maintain the required license to manage the Association.
- C. The above does not preclude the Manager's right to attend educational courses, seminars, and conferences on the Manager's free time at the Manager's expense.
- D. The Association agrees to reimburse the Manager for out-of-pocket expenses incurred on the Association's behalf upon submittal of bills covering such expenses.

7. Either party may cancel this Contract in accordance with the following procedures:

- A. Termination by the Association for Cause. The Association shall have the power to terminate this Contract for cause if the Manager is in material and ongoing default in the performance of any of his duties or obligations hereunder. The Association shall have the right to terminate this Contract if the default is not cured within thirty (30) days after the date of written notice to the Manager specifying the particular act or acts of default. Notwithstanding any provisions to the contrary in this Contract, it is understood and agreed that the Association shall have the right to terminate this Contract immediately, without notice, without an opportunity to cure, and without severance pay, if the cause for termination is due to an intentional act of the Manager consisting of fraud, malfeasance, or misappropriation of Association funds.
- B. Termination Without Cause. The Association shall have the power to terminate this Contract without cause. In such event, the Manager shall be provided with not less than thirty (30) days written notice of the Association's intent to terminate without cause. Upon termination without cause, the Association shall pay to the Manager the full amount equal to the unpaid contract plus earned unused vacation pay. Notwithstanding anything to the contrary contained herein, the Association has the right, within ninety (90) days of the commencement of the Manager's employment, and upon thirty (30) days written notification to the Manager to terminate the Manager without cause.
- C. Termination by Manager. The Manager may terminate this Contract on forty-five (45) days written notice without cause. In the event of termination without cause, Manager shall be entitled only to Manager's unused earned vacation pay and whatever salary Manager has earned through the date Manager's employment ends. The Manager may also terminate this Contract on thirty (30) days written notice if the Association fails to pay any sums due and owing to the Manager or is otherwise in breach of this Contract, provided however, that if the

Association provides the necessary sums or otherwise cures the breach within said thirty (30) day period, then this Contract shall continue in full force and effect.

8. If Manager is disabled in the scope of Manager's employment, Manager's sole remedy against the Association shall be to apply for such benefits as may be available under the Association's workmen's compensation coverage. There shall be no entitlement to salary or other benefits from the Association during the period of any such disability other than as set forth herein.

9. The Manager shall not be liable for any and all damage to property and/or the injuries to, or death of, any employees of the Association or any other person arising out of or related to the management of the Association's property under this Contract, except to the extent that said damage and/or injuries or death are shown to be proximately caused by the active, direct negligence of the Manager or by intentional torts of the Manager which exceed the scope of the Manager's employment under this Contract. To the extent of such negligence or fault, the Manager shall indemnify and hold the Association harmless for any and all suits or claims asserted against the Association, including reasonable attorney's fees and costs at trials and for any appeals. The Association shall be liable and it shall indemnify, defend and hold the Manager harmless for any and all claims and expenses (including reasonable attorney's fees) wherein the Association, its directors; officers or employees (including the Manager) are negligent or otherwise at fault and shall defend the Manager for any and all suits or claims asserted against the Manager for which the Association may have liability to the Manager or any other person.

10. It is acknowledged that the Association is run by its Board of Directors and that the Manager is to report to that body. The Board of Directors shall appoint the President of the Association as the specific member of the Board of Directors to act as liaison between the Association and the Manager. The Manager may rely on the advice of this individual. In the event of a dispute as to the wishes of the Board of Directors, the Manager shall receive a copy of the minutes of the Board meetings, either regularly held or special meetings, as the case may be, or such other proof that the action to be taken represents the desires of majority of the Board of Directors pursuant to their powers and responsibilities. In the event of a dispute between the Association and the Manager, the parties agree to submit such dispute to binding arbitration.

11. During the term of this Contract and for a period of twelve (12) months following the date of any termination of Manager's employment with the Association for any reason whatsoever, including resignation, Manager shall not, directly or indirectly, whether as an employee, consultant, independent contractor, partner, joint venture, or otherwise, (i) solicit or induce, or in any manner attempt to solicit or induce, an person employed by, or as agent of, the Association or any person or entity who has a contractual or other business relationship with the

Association to terminate such person's or entity's employment relationship or contract or business relationship with the Association, or (ii) divert, or attempt to divert, any person, concern, or entity from doing business with the Association, or to cease doing business with the Association. Manager acknowledges that the Association's remedy at law for a breach of the provisions of this paragraph of this contract may be inadequate. Accordingly, in the event of the breach of a threatened breach by the Manager of any provisions of this paragraph, the Association threatened breach by the Manager of any provisions of this paragraph, the Association shall be entitled to seek injunctive relief in addition to any other remedy it may have.

12. This contract is valid only to the extent that the Board of Directors of the Association is authorized to delegate specifically its duties and responsibilities pursuant to the applicable Condominium documents and the laws of the State of Florida.

13. If any one or more of the provisions contained in this contract shall for any reason to be held invalid; illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision contained herein and this Contract shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein. No waiver of a breach of any of the covenants contained in this contract shall be deemed a waiver of any subsequent breach.

14. This Contract constitutes the entire agreement between the Manager and the Association and supersedes and prior understanding or written or oral agreements between the parties respecting the written subject matter. It shall not be amended, altered, or changed except by written agreement signed by the parties hereto.

15. This Contract shall be construed under and in accordance with the law of the State of Florida.

In connection with any litigation including appellate proceedings arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs. This provision shall survive the expiration or earlier termination of this Contract.

Any legal proceedings arising from his Contract shall be brought only in a court of competent jurisdiction in Miami-Dade County, Florida.

All notices required hereunder shall be in writing and shall be effective when deposited in the United States mail with proper postage for certified mail—return receipt requested, pre-paid or personally delivered and addressed.

Association: Sands Pointe Ocean Beach Resort Condominium Association, Inc.
Attn: President
16711 Collins Avenue,
Management office
Sunny Isles Beach Florida, 33160

Manager: DANIA DIAZ
16332 Shadow Court
Miami Lakes, Florida 33014

16. Manager represents and warrants to the Association that to the best of Manager's knowledge, Manager is not a party to any conflicting agreements with third parties which would prevent Manager from fulfilling the terms of this Contract, or which would give rise to actual or potential liability to the Association or create a conflict of interest with Manager's obligations and responsibilities to the Association.

17. No waiver or a breach of any of the covenants contained in this Contract shall be construed to be a waiver of any succeeding breach of the same covenant.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed in our presence:

Sands Pointe Ocean Beach Resort Condominium
Association, Inc.

Noulla Diaz 4/4/2022 BY: [Signature]

President Margaly Gordo Date: 4/4/2022

Noulla Diaz 4/5/22 [Signature] Date: 4/5/2022
Secretary

[Signature] 2/23/22 [Signature] Date: 2/23/22
DANIA DIAZ, Manager